

RECORDATION NO. 29337 FILED

JUL 06 '10 -8 00 AM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

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OF COUNSEL
URBAN A. LESTER

July 6, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of June 30, 2010, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Seller/ Assignor:	General Electric Railcar Services Corporation 161 North Clark Street, 7 th Floor Chicago, IL 60601
Buyer/Assignee.	Midwest Railcar Corporation 4949 Autumn Oaks Drive Maryville, IL 62062

Section Chief
July 6, 2010
Page 2

A description of the railroad equipment covered by the enclosed document is:

90 railcars: GWIX 2003, GWIX 2016, GWIX 2047 and within the series CAGY 2001 - CAGY 2090 as more particularly set forth in the attachment to the document.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', with a stylized, cursive script.

Robert W Alvord

RWA/sem
Enclosures

JUL 06 '10 -8 00 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of June 30, 2010 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Midwest Railcar Corporation, an Illinois corporation (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of June 30, 2010 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations under the Lease (including the rider referenced in the definition thereof and, solely as it pertains to the rider, the Master Lease) (collectively, the "Operative Agreements") as they relate to each unit. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and assumes all obligations of the Seller accruing on or after the Closing Date under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date (except with respect to obligations not assumed pursuant to the preceding sentence), the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller is released of all obligations accruing under the Operative Agreements on or after the Closing Date.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement

(terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: the equipment described in Schedule 1 to this Agreement together with every part, accessory, component and any equipment installed therein or attached thereto owned by the Seller on the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

Lease: Rider No. 1 dated April 7, 2008 between Lessee and the Seller, which incorporates by reference the terms of the Master Lease

Lessee. Columbus & Greenville Railway Company.

Master Lease: Car Leasing Agreement 1512-97 effective as of April 7, 2008 between the Seller and Lessee.

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

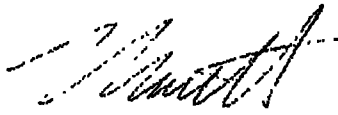
8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

10. **Entire Agreement.** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto
on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By. _____

Name: Mark A. Stefani

Title: Vice President

MIDWEST RAILCAR CORPORATION

By. _____

Name: Richard M. Folio

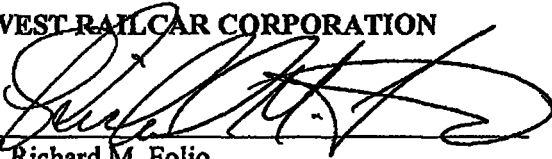
Title: Executive Vice President

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: _____
Name: Mark A. Stefani
Title: Vice President

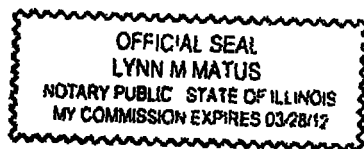
MIDWEST RAILCAR CORPORATION

By: 
Name: Richard M. Folio
Title: Executive Vice President

State of Illinois)
)
County of Cook)

On this, the 29th day of July, 2010, before me, a Notary Public in and for said County and State, personally appeared Mark A. Stefani, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Lynn M. Matius
Name: LYNN M. MATIUS
Notary Public

My Commission Expires: 3/28/12
Residing in: COOK COUNTY, ILLINOIS

State of Maryland)

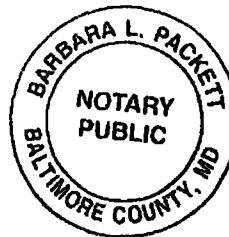
City of Baltimore)

On this, the 21st day of June, 2010 before me, a Notary Public in and for said County and State, personally appeared Richard M. Folio, an Executive Vice President of Midwest Railcar Corporation, who acknowledged himself to be a duly authorized officer of Midwest Railcar Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: Barbara L. Packett
Notary Public

My Commission Expires. _____
Residing in: _____



BARBARA L. PACKETT
Notary Public State of Maryland
My Commission Expires 01/06/2014

**EXHIBIT I
TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Midwest Railcar Corporation ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of _____, 2010, between Seller and Buyer, and the Assignment and Assumption Agreement, dated _____, 2010, between Seller and Buyer.

General Electric Railcar Services Corporation

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1
to Assignment and Assumption Agreement

(List of Equipment)

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR Reporting Marks</u>	
1	Columbus & Greenville Railway Company	CAGY	2001
2	Columbus & Greenville Railway Company	CAGY	2002
3	Columbus & Greenville Railway Company	GWIX	2003
4	Columbus & Greenville Railway Company	CAGY	2004
5	Columbus & Greenville Railway Company	CAGY	2005
6	Columbus & Greenville Railway Company	CAGY	2006
7	Columbus & Greenville Railway Company	CAGY	2007
8	Columbus & Greenville Railway Company	CAGY	2008
9	Columbus & Greenville Railway Company	CAGY	2009
10	Columbus & Greenville Railway Company	CAGY	2010
11	Columbus & Greenville Railway Company	CAGY	2011
12	Columbus & Greenville Railway Company	CAGY	2012
13	Columbus & Greenville Railway Company	CAGY	2013
14	Columbus & Greenville Railway Company	CAGY	2014
15	Columbus & Greenville Railway Company	CAGY	2015
16	Columbus & Greenville Railway Company	GWIX	2016
17	Columbus & Greenville Railway Company	CAGY	2017
18	Columbus & Greenville Railway Company	CAGY	2018
19	Columbus & Greenville Railway Company	CAGY	2019
20	Columbus & Greenville Railway Company	CAGY	2020
21	Columbus & Greenville Railway Company	CAGY	2021
22	Columbus & Greenville Railway Company	CAGY	2022
23	Columbus & Greenville Railway Company	CAGY	2023
24	Columbus & Greenville Railway Company	CAGY	2024
25	Columbus & Greenville Railway Company	CAGY	2025
26	Columbus & Greenville Railway Company	CAGY	2026
27	Columbus & Greenville Railway Company	CAGY	2027
28	Columbus & Greenville Railway Company	CAGY	2028
29	Columbus & Greenville Railway Company	CAGY	2029
30	Columbus & Greenville Railway Company	CAGY	2030
31	Columbus & Greenville Railway Company	CAGY	2031
32	Columbus & Greenville Railway Company	CAGY	2032
33	Columbus & Greenville Railway Company	CAGY	2033
34	Columbus & Greenville Railway Company	CAGY	2034
35	Columbus & Greenville Railway Company	CAGY	2035
36	Columbus & Greenville Railway Company	CAGY	2036
37	Columbus & Greenville Railway Company	CAGY	2037
38	Columbus & Greenville Railway Company	CAGY	2038
39	Columbus & Greenville Railway Company	CAGY	2039
40	Columbus & Greenville Railway Company	CAGY	2040
41	Columbus & Greenville Railway Company	CAGY	2041
42	Columbus & Greenville Railway Company	CAGY	2042
43	Columbus & Greenville Railway Company	CAGY	2043

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR Reporting Marks</u>	
44	Columbus & Greenville Railway Company	CAGY	2044
45	Columbus & Greenville Railway Company	CAGY	2045
46	Columbus & Greenville Railway Company	CAGY	2046
47	Columbus & Greenville Railway Company	GWIX	2047
48	Columbus & Greenville Railway Company	CAGY	2048
49	Columbus & Greenville Railway Company	GWIX	2049
50	Columbus & Greenville Railway Company	CAGY	2050
51	Columbus & Greenville Railway Company	CAGY	2051
52	Columbus & Greenville Railway Company	CAGY	2052
53	Columbus & Greenville Railway Company	CAGY	2053
54	Columbus & Greenville Railway Company	CAGY	2054
55	Columbus & Greenville Railway Company	CAGY	2055
56	Columbus & Greenville Railway Company	CAGY	2056
57	Columbus & Greenville Railway Company	CAGY	2057
58	Columbus & Greenville Railway Company	CAGY	2058
59	Columbus & Greenville Railway Company	CAGY	2059
60	Columbus & Greenville Railway Company	CAGY	2060
61	Columbus & Greenville Railway Company	CAGY	2061
62	Columbus & Greenville Railway Company	CAGY	2062
63	Columbus & Greenville Railway Company	CAGY	2063
64	Columbus & Greenville Railway Company	CAGY	2064
65	Columbus & Greenville Railway Company	CAGY	2065
66	Columbus & Greenville Railway Company	CAGY	2066
67	Columbus & Greenville Railway Company	CAGY	2067
68	Columbus & Greenville Railway Company	CAGY	2068
69	Columbus & Greenville Railway Company	CAGY	2069
70	Columbus & Greenville Railway Company	CAGY	2070
71	Columbus & Greenville Railway Company	CAGY	2071
72	Columbus & Greenville Railway Company	CAGY	2072
73	Columbus & Greenville Railway Company	CAGY	2073
74	Columbus & Greenville Railway Company	CAGY	2074
75	Columbus & Greenville Railway Company	CAGY	2075
76	Columbus & Greenville Railway Company	CAGY	2076
77	Columbus & Greenville Railway Company	CAGY	2077
78	Columbus & Greenville Railway Company	CAGY	2078
79	Columbus & Greenville Railway Company	CAGY	2079
80	Columbus & Greenville Railway Company	CAGY	2080
81	Columbus & Greenville Railway Company	CAGY	2081
82	Columbus & Greenville Railway Company	CAGY	2082
83	Columbus & Greenville Railway Company	CAGY	2083
84	Columbus & Greenville Railway Company	CAGY	2084
85	Columbus & Greenville Railway Company	CAGY	2085
86	Columbus & Greenville Railway Company	CAGY	2086
87	Columbus & Greenville Railway Company	CAGY	2087
88	Columbus & Greenville Railway Company	CAGY	2088
89	Columbus & Greenville Railway Company	CAGY	2089
90	Columbus & Greenville Railway Company	CAGY	2090

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

7/6/10



Robert W. Alvord